

Remarks

This Application has been carefully reviewed in light of the Final Office Action mailed May 1, 2008. Applicant appreciates the Examiner's continued consideration of the Application. Applicant believes all claims are allowable without amendment and respectfully provides the following remarks. Applicant respectfully requests reconsideration and allowance of all pending claims.

I. The Claims are Allowable over *Ankireddipally*

The Examiner rejects Claims 1-30 under 35 U.S.C. § 102(a) as being anticipated by U.S. Patent 6,971,096 to Ankireddipally et al. ("*Ankireddipally*"). Applicant respectfully disagrees.

At the outset, Applicant again notes that the Office Action actually lists U.S. Patent Publication No. 2003/0172368 A1 as the basis for this rejection. However, it appears to Applicant that this is a mistake. The reference cited in a prior Office Action (i.e., *Alumbaugh*) corresponds to that number. Moreover, the Examiner's cites to *Ankireddipally* in the current Office Action appear to correspond to U.S. Patent 6,971,096. Applicant raised this issue in the previous Response, yet the discrepancy appears again in the Final Office Action.

Turning to the substance of the rejections, a "claim is anticipated only if *each and every element as set forth in the claim* is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987) (emphasis added); M.P.E.P. ch. 2131. In addition, "[t]he identical invention must be shown in *as complete detail as contained in the . . . claim*." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 U.S.P.Q.2d 1913, 1920 (Fed. Cir. 1989) (emphasis added); *see also* M.P.E.P. ch. 2131. Furthermore, "[t]he elements must be arranged *as in the claim* under review." *In re Bond*, 910 F.2d 831, 832, 15 U.S.P.Q.2d 1566, 1567 (Fed. Cir. 1990) (emphasis added); M.P.E.P. ch. 2131. As illustrated below, the cited portions of *Ankireddipally* do not appear to disclose, either expressly or inherently, each and every limitation recited in Applicant's independent claims.

A. Independent Claims 1 and 8 and their Dependent Claims are Allowable

Independent Claim 1, which Applicant discusses as an example, is directed to a schema generator that comprises computer software stored on a computer readable storage medium and operable to:

- parse a plurality of transaction definitions for a software system, wherein each transaction definition comprises one or more parameters; and
- generate a plurality of schema definitions in response to the plurality of transaction definitions, wherein the schema definitions are written in a self-describing language;
- wherein a first schema definition is operable to map the one or more parameters associated with a first transaction definition to a first document written in the self-describing language; and
- wherein a second schema definition is operable to map a second document written in the self-describing language to the one or more parameters associated with a second transaction definition.

As a first example, the cited portion of *Ankireddipally* fails to disclose, teach, or suggest “pars[ing] a plurality of transaction definitions for a software system, wherein each transaction definition comprises one or more parameters” and “generat[ing] a plurality of schema definitions in response to the plurality of transaction definitions, wherein the schema definitions are written in a self-describing language,” as recited in Claim 1. In response to Applicant’s arguments from the Previous Response, the Examiner seems to focus on Column 7, lines 30-45 of *Ankireddipally* as allegedly disclosing these limitations. (See Final Office Action at 2-3) This cited portion states the following:

Therefore, in accordance with one aspect of the present invention, there is provided an XML (extensible markup language) transaction definition document stored on a computer-readable medium comprising a plurality of operation data portions each defining an operation. The plurality of operations collectively define a transaction. Each operation data portion, when parsed by a process automation application, causes the process automation application to communicate with a service application program to perform the operation. At least one operation data portion comprises a conditional logic data portion that, when parsed by the process automation application, causes the process automation application to condition performance of a next operation on evaluation of operation response data from performing the operation.

(*Ankireddipally* at 7:30-45)

The Examiner apparently equates the plurality of operation data portions disclosed in this cited portion of *Ankireddipally* with the plurality of transaction definitions recited in Claim 1. (Final Office Action at 2) According to the cited portion of *Ankireddipally*, these operation data portions are a part of the XML transaction definition document. However, even assuming for the sake of argument only that these operation data portions can be equated with the transaction definitions recited in Claim 1 (which Applicant does not concede), the cited portion still fails to disclose that a plurality of schema definitions are generated in response to the operation data portions, wherein the schema definitions are written in a self-describing language, as Claim 1 would require.

Respectfully, the Examiner's characterization of the above-cited portion of *Ankireddipally* as disclosing that "an XML document is provided (generated) in response to the plurality of operation data portions" is incorrect. (Final Office Action at 3) The only mention of an XML transaction definition document in this cited portion simply states that the XML document is stored on a computer-readable medium and comprises a plurality of operation data portions. The cited portion does not disclose generating anything (e.g., a plurality of schema definitions) in response to anything else (e.g., the plurality of transaction definitions), let alone "generat[ing] a plurality of schema definitions in response to the plurality of transaction definitions, wherein the schema definitions are written in a self-describing language," as recited in Claim 1.

As another example, the cited portions *Ankireddipally* also fail to disclose, teach, or suggest "wherein a first schema definition is operable to map the one or more parameters associated with a first transaction definition to a first document written in the self-describing language" and "wherein a second schema definition is operable to map a second document written in the self-describing language to the one or more parameters associated with a second transaction definition," as recited in Claim 1.

As discussed above, the Examiner apparently equates the operation data portions of the XML transaction definition document in *Ankireddipally* with the schema definitions recited in Claim 1, citing column 7, lines 30-45 of *Ankireddipally*. (Final Office Action at 3) Whether or not this equation is appropriate, for the Examiner's alleged equations to even

possibly disclose the limitations recited in Claim 1, it would have to be these operation data portions of the XML transaction document that are operable to perform the mappings recited in the last two elements of Claim 1. However, the cited portions do not disclose that these operation data portions in *Ankireddipally* perform the particular mappings recited in Claim 1. The operation data portions of the XML transaction document actually make up the XML transaction document in *Ankireddipally*. Thus, it is nonsensical that these operation data portions would “map the one or more parameters associated with a first transaction definition to a first document written in the self-describing language” or “map a second document written in the self-describing language to the one or more parameters associated with a second transaction definition.” These operation data portions *are* the XML transaction definition document (which the Examiner appears to equate with the document written in the self-describing language recited in Claim 1). Therefore, the cited portion does not disclose, teach, or suggest that these operation data portions “map the one or more parameters associated with a first transaction definition to a first document written in the self-describing language” or “map a second document written in the self-describing language to the one or more parameters associated with a second transaction definition,” as recited in Claim 1.

Moreover, rather than relying on the same items of *Ankireddipally* that the Examiner relied on as allegedly disclosing the plurality of schema definitions generated in response to the plurality of transaction definitions (i.e., the operation data portions of the XML transaction definition document), the Examiner appears to cite completely different components of the system disclosed in *Ankireddipally* as allegedly being operable to “map the one or more parameters associated with a first transaction definition to a first document written in the self-describing language” and “map a second document written in the self-describing language to the one or more parameters associated with a second transaction definition,” as recited in Claim 1. (*See* Final Office Action at 5) Applicant respectfully submits that this is improper.

For at least these reasons, Applicant respectfully requests reconsideration and allowance of independent Claim 1 and its dependent claims. For at least certain analogous reasons, Applicant respectfully requests reconsideration and allowance of independent Claim 8 and its dependent claims.

B. Independent Claims 12 and 22 and their Dependent Claims are Allowable

Independent Claim 12, which Applicant discusses as an example, is directed to a transaction processing system that comprises:

- a software service operable to receive a transaction request and to generate a first object associated with the transaction request;
- an object generator operable to convert the first object into a first document written in a self-describing language; and
- a document generator operable to convert the first document into a first transaction message according to a schema associated with a first transaction type determinable from the first document.

As allegedly disclosing the “software service” recited in the first element of Claim 12, the Examiner cites the “Transaction Service” disclosed in *Ankireddipally*. (Final Office Action at 3 citing *Ankireddipally*, Fig. 2, item 200 and 11:40-60) According to the Examiner, the cited portion discloses “a service able to receive requests from the CXC and generate transaction definitions.” (Final Office Action at 3)

As allegedly disclosing the “object generator” recited in the second element of Claim 12, the Examiner cites column 11, lines 40-60 of *Ankireddipally*. (Final Office Action at 3) According to the Examiner, the cited portion discloses that “the transaction definitions (XML – self-describing language) are converted to directed acyclic graphs.” (Final Office Action at 3) However, the object generator of Claim 1 is operable to convert the first object [generated in the first element of Claim 1] into a first document written in a self-describing language. The cited portion of *Ankireddipally* simply states that a “transaction definition takes the form of a directed acyclic graph.” (*Ankireddipally* at 11:53-54) The cited portion does not disclose “an object generator [that is] operable to convert the first object [to which the Examiner equates the transaction definitions written in an XML, a self-describing language] into a first document written in a self-describing language [to which the Examiner equates the directed acyclic graph],” as recited in Claim 1. To the extent that the transaction definitions in *Ankireddipally* are already written in a self-describing language, as the Examiner apparently asserts, why would it be appropriate to convert those transaction definitions into a first document written in a self-describing language?

As allegedly disclosing the “document generator” recited in the third element of Claim 12, the Examiner cites column 11, line 61 through column 12, line 16 of *Ankireddipally*. (Final Office Action at 3-4) According to the Examiner, the cited portion discloses an XML/DOM service, “which is used *to parse and construct XML documents.*” (Final Office Action at 4) (emphasis added) It is unclear to Applicant how *parsing* and *constructing* XML documents, as allegedly disclosed in *Ankireddipally*, discloses, teaches, or suggests *converting the first document into a first transaction message*, as recited in Claim 1. It seems to Applicant that the cited portion plainly does not disclose, teach, or suggest “a document generator operable to *convert the first document into a first transaction message*,” let alone doing so “according to a schema associated with a first transaction type determinable from the first document,” as recited in Claim 12.

For at least these reasons, Applicant respectfully requests reconsideration and allowance of independent Claim 12 and its dependent claims. For at least certain analogous reasons, Applicant respectfully requests reconsideration and allowance of independent Claim 22 and its dependent claims.

II. No Waiver

All of Applicant’s arguments are without prejudice or disclaimer. Additionally, Applicant has merely discussed example distinctions from the reference cited by the Examiner. Other distinctions may exist, and Applicant reserves the right to discuss these additional distinctions in a later Response or on Appeal, if appropriate. By not responding to additional statements made by the Examiner, Applicant does not acquiesce to the Examiner’s additional statements. The example distinctions discussed by Applicant are sufficient to overcome the Examiner’s rejections.

Conclusion


Applicant has made an earnest attempt to place the Application in condition for allowance. For at least the foregoing reasons, Applicant respectfully requests full allowance of all pending claims.

If the Examiner feels that a telephone conference or an interview would advance prosecution of the Application in any way, the Examiner is invited to contact the undersigned attorney for Applicant at the Examiner's convenience at (214) 953-6813.

Although Applicant believes no fees are due, the Commissioner is hereby authorized to charge any necessary fees or credit any overpayment to Deposit Account No. 05-0765 of Electronic Data Systems Corporation.

Respectfully submitted,

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A handwritten signature in black ink, appearing to read "Chad D. Terrell", written in a cursive style.

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Date: July 1, 2008

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